

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Charles of the Family Williams
2013 Colonial Avenue, Bronx New York
Zip Code Exempt, (Domestic Mail Service Regulations 122.32)
Non-Domestic, Real Land North America
Injured Party
VS.

Case #
17-CV-5853-GHW

Amended
Complaint Brought Under
42 U.S.C. §1983 For Deprivation
of Rights Under Color of Law,
18 U.S.C. §241 Conspiracy
Against Rights, 18 U.S.C. §1341
Frauds and Swindles, 15
U.S.C. §52 Dissemination of
False Advertisements

NANCY MANEY IN HER IN HER OFFICIAL INDIVIDUAL
CAPACITY AS DEPUTY COMMISSIONER OF OFFICE OF
TEMPORARY DISABILITY ASSISTANCE (OTDA),
EILEEN STACK IN HER OFFICIAL INDIVIDUAL
CAPACITY AS ASSISTANT DEPUTY COMMISSIONER OF
CHILD SUPPORT SERVICES (CSSU)

AMENDED COMPLAINT

The Injured, Charles of the Family Williams, moves the Court for entry of judgment in his favor against the Wrongdoers. In support of this complaint arises a plausible and valid claim for fraudulent inducement which encompasses the same elements as a claim for common law fraud, with the element that the *misrepresentations* at issue was made with specific intent to *induce* the Injured to enter into a SEC. 403 42 U.S.C. 603 (a) (C) (III) *personal responsibility contract* (see *voluntary* acknowledgement of paternity), when the Injured had no *duty* to enter into that *contract* which resulted to the deprivation of his inherent rights under 1983 and as such he avers the following;

Count 1.

1. 42 U.S.C. §1983 Deprivation of Rights Under Color of Law: FRE Rule 406

Count 2.

2. 18 U.S.C. §241 Conspiracy Against Rights: FRE Rule 406

Count 3.

3. 18 U.S.C. §1341 Frauds and Swindles: FRE Rule 406

Count 4.

4. 15 U.S.C. §52 Dissemination of False Advertisements: FRE Rule 406

Count 5.

5. 42 U.S.C. §408 Compelled use of a SSN: FRE Rule 406

Count 6

6. Involuntary Servitude or Involuntary Slavery: FRE Rule 406:

Count 7

7. Forced Compelled Self-Incrimination: FRE Rule 406

Count 8

8. Intentional Infliction of a Bill of Attainder:

Count 9

9. Forced or Compelled Association:

JURISDICTION

10. Under the United States Constitution and 42 U.S.C. Sections 1983 and 1988, as amended this Court has jurisdiction in this matter pursuant to 28 U.S.C. Sections 1331 and 1332. The Injured invokes, *federal* jurisdiction as subject-matter jurisdiction of this Court to decide this case because the Injured proves the cause of action resulting in the deprivation of rights guaranteed by the United States Constitution, and **federal** laws arise from federal statutes *adopted* by the state.

FEDERAL LAW CAUSING THE DEPRIVATION OF RIGHTS

11. At all times relevant to this action, Wrongdoers in a *partnership* with the OCSE, *offer* and sell services under Title IV-D of the Social Security Act, Pub. L. No. 93-647, 88 Stat. 2351 (1975), subject to Regulations Relating to Public Welfare, Title 45 CFR Subtitle B Chapter III, Department of Health and Human Services, Administration for Children and Families, Federal Office of Child Support Enforcement Program.

12. Therefore, the **Supremacy Clause** of the United States Constitution (Article VI, Clause 2) establishes that the Constitution, federal laws made pursuant to it, and treaties made under its authority, constitute the supreme law of the land. It provides that state courts are bound by the supreme law; in case of conflict between federal and state law, the federal law must be applied. Even state constitutions are subordinate to federal law.

FEDERAL CONTRACTS CAUSING DEPRIVATION OF RIGHTS

13. 31 U.S.C. §6305 using cooperative agreements, 45 CFR §302.34 cooperative agreements, 45 CFR §303.107 terms of cooperative agreements. SEC. 403 42 U.S.C. 603 (a) GRANTS (C) (III), Personal Responsibility contract.

MUNICIPAL LIABILITY

14. The Injured's §1983 claims against the Wrongdoers are not barred by the 11th Amendment. See *Johnson vs. State of New York, Monroe City Child Support Enforcement Unit* 21 Fed. App'x, 41, 43 (2d Cir. 2001) (citing *Mancuso vs. N.Y.S Thruway Auth.*, 86 F.3d 289, 292, 296 (2d Cir. 1996) holding local government entities, including counties, are not protected from suit by the Eleventh Amendment.

15. To sustain this action pursuant to 42 U.S.C. §1983 against Bronx County CSEU and its agents, Injured must show that he was deprived of inherent guaranteed constitutional right(s) by municipal habits policies and customs. Injured is fully aware that it is not enough for him to allege that one of the municipalities employees or agents engaged in some wrongdoing, and that he must show that he was deprived of a constitutional right by a municipal policy, habit or custom. See 45 CFR §302.34 cooperative agreements, 45 CFR §303.107(c) terms of cooperative agreements.

16. The Injured is well informed that he must show that the municipality itself caused the violation of his rights. See *Connick v. Thompson*, 131 S. Ct. 1350, 1359 (2011) ("A municipality or other local government may be liable under this section [1983] if the governmental body itself "subjects" a person to a deprivation of rights or "causes" a person "to be subject to" such deprivation") (quoting *Monell v. New York City Dept. of Soc. Servs.*, 436 U. S. 658, 692 (1978); *Cash v. City of Erie*, 654 F.3d 324, 333 2d Cir 2011).

17. In other words, to state his §1983 claim against the municipality, he must allege facts showing (1) the existence of a municipal policy custom or practice, (2) that policy, custom or practice caused the violation of his rights. See *Jones v. Town of East Haven*, 691 F.3d 72, 80 (2d Cir 2012); *Bd. of Comm'rs of Bryan Cnty. V. Brown*, 520 U.S. 397, 403 (1997) (internal citations omitted). Here, the Injured proves the facts necessary to assert municipal liability claim against Bronx County and the CSEU

THE PARTIES

18. The Injured, Charles of the Family Williams is not a "person" (See *Church of Scientology v. U.S. Department of Justice* 612 F. 2d 417, 425, (1979), he is properly identified as a *man*, the adult male of the *hu-man species* above the age of puberty. Black's Law Rev. 4th Ed. Pg. 1112, created by the Creators of the universe, Genesis 1:26, (see Preamble), born equally free and independent, *not subject to* the "legal" constraint of another, unconstrained having power to follow the dictates of his own free will. Black's Law 4th Rev. Ed. Pg.791, and "*not subject to*" control, restriction, modification or limitation from a given outside source. Black's Law 4th Rev. Ed. Pg. 911.

- See *Church of Scientology v. U.S. Department of Justice* 612 F. 2d 417, 425, (1979) The word "person" in legal terminology as a general word, which normally includes in its scope a variety of "entities other than human beings",

a. As a result of egregious, unconstitutionally repugnant actions of Wrongdoers, the Injured is now deprived of these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, the right to privacy, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law.

- See *Miranda v. Arizona*, 384 U.S. 436: "Where rights secured by the Constitution are involved, there can be no rule making or legislation, which would abrogate them." See also *Boyd v. US*, 116 U.S. 616, "The court is to protect against any encroachment of Constitutionally secured liberties."

19. Wrongdoer: Nancy Manny in his her official capacity as Deputy Commissioner of Child Support Services "*umbrella agency*" in the "Executive Branch" that acts an "*employer to agency contractors*" within each county who work under a "*fixed term contract assignment*" who also administers the TANF program who did voluntarily enter into, and undertake with the U.S. DHHS 31 U.S.C. §6305 (1) in which the *principal purpose* of the relationship was to "*transfer a thing of value*" to NY's State and local governments, and other recipients to *carry out a public purpose for the direct benefit* and use of the United States Government, and (2) substantial involvement is expected between the *executive agency* and the State, local government, or other recipient when carrying out the activity contemplated in the agreement.

- See *Chevron U.S.A., Inc. v Natural Resources Defense Council, Inc.*, 467 US 837 (1984) (reasonable agency interpretations entitled to judicial deference). It is unlikely that agency regulations are by themselves sufficient to create enforceable rights because Congressional intent has always been the linchpin of enforceable rights analysis.
- See U.S. Accountability Office "Program", generally is an **organized set of activities directed toward a common purpose or goal** that an agency "**undertakes**" or proposes to carry out its responsibilities. It is used to describe an agency's mission, functions, activities, **services**, projects, and processes. (See also Program, Project, or Activity).
- See Federal Acquisition Regulations 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. As prescribed in 3.808(b), insert the following clause Limitation on Payments to Influence Certain Federal Transactions (a) Definitions. As used in this clause, "Agency" means "**executive agency**" as defined in Federal Acquisition Regulation (FAR) 2.101.
- **Covered Federal action** means any of the following actions:
- Awarding any **Federal contract**.
- (4) Entering into any **cooperative agreement**.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or "**cooperative agreement**".
- See *Wehunt, v. Ledbetter*, 875 F.2d 1558, 58 USLW 2053, Background A 4, Id @ line 26, The legitimacy of Congress' power to legislate under the spending power thus rests on whether the State *voluntarily and knowingly accepts the terms of the contract*. There can, of course, be no knowing acceptance if a State is unaware of the *conditions* or is unable to ascertain what is expected of it.
- See Background A, Line 4; The AFDC program is a "*contractual*" arrangement by which the *federal government and the states work together*.

20. Wrongdoer: Frances Eileen Stack who is a natural person in her official capacity as the Assistant Deputy Commissioner of Child Support Services 42 U.S.C. 653(3) CSEU. He/she is sued for the act of collusion with the above, for damages,

declaratory, and injunctive relief in his/her official capacity who is at all times relevant to this complaint.

21. Wrongdoer: Bronx County is a municipal corporation organized under the laws of the State of NY. It is responsible for the policies, procedures, practices, customs and habits implemented through its codes and ordinances, subject to Federal and State, codes and statutes, who did voluntarily did enter into a 45 CFR §302.34, under the terms of 45 CFR §303.107(c) and undertake with the 42 U.S.C. §634(3) to comply with title IV-D of the Act, and at all is times relevant to this complaint.

- See Sec. 8, Pg.11. States also *must enter into cooperative arrangements with courts* and law enforcement officials *to assist the child support agency* in administering the program. These agreements may include provision for reimbursing *courts* and law enforcement officials for their *assistance*.

A. Wrongdoer: Bronx County "Contractors" refers to the following governmental entities with whom the CSEU entered into a IV-D contract. "Governmental entity" includes the following entities in Bronx county:

- (a) court;
- (b) clerk of court;
- (c) prosecutor or other law enforcement officials, i.e. district attorneys, attorneys general, and similar public attorneys and prosecutors and their staff.
- (d) sheriff;
- (e) any other public or governmental agency or official.

NO JUDICIAL IMMUNITY FOR CONTRACTED AGENTS

22. The CSEU enters into a IV-D contract with a court for magistrate services and purchase CSEU initiated activities. The court shall certify that all court hearings are conducted in *compliance* with Title IV-D of the Social Security Act, Pub. L. No. 93-647, 88 Stat. 2351 (1975), 42 U.S.C. 651 (8/22/1996). The CSEU and all of its contractual agents boasts the contracts are in a manner consistent with the best interests of the child.

23. "in a manner consistent with the best interests of the child" couldn't be further away from the truth;

- See *Wehunt v Ledbetter*, mothers of children with absent fathers brought suit under § 1983 against the Georgia Department of Health and Human Services for its failure to establish the paternity of their children and secure child support on their behalf; The Eleventh Circuit held that "Title IV-D does not create enforceable rights on behalf of needy families with children because they are not the intended beneficiaries of the statute." The court reasoned that the primary purpose of Title IV-D was to recoup the state's welfare expenditures on behalf of needy families by collecting child support from absent parents. While the AFDC program itself was intended to benefit needy families with children, Title IV-D was intended to benefit the public treasury and taxpayers by reducing the present and future welfare rolls. The court pointed to the legislative history of Title IV-D".
- See *Wilder*, 496 US at 509-10, quoting *Golden State Transit Corp. v Los Angeles*, 493 US 103, 106 (1989). *Id* at 510. The Court in *Golden State* suggested in dictum that a statute does not create enforceable rights if the benefit to the plaintiffs is merely incidental 493 US at 109. Even if the Court were to adopt such an exception to the enforceable rights analysis it would not affect the

determination of whether Title IV-D creates enforceable rights on behalf of needy families with children.

- See *Blessing*, supra, 520 U.S. at 343, 117 S. Ct. at 1361, 17 L. Ed. 2d at 584. The United States Supreme Court found defendant's action did not assert a violation of a federal right explaining: "The requirement that a State operate its child support program in 'substantial compliance' with Title IV-D **was not intended to benefit individual children and custodial parents, and therefore it does not constitute a federal right. Far from creating an individual entitlement to services**, the standard is simply a yardstick for the Secretary to measure the systemwide performance of a State's Title IV-D program. Thus, the Secretary must look to the aggregate services provided by the State, **not to whether the needs of any particular person have been satisfied.**"

24. "45 CFR §302.34 IV-D contract" means a mutually binding, legal relationship [obligating] a governmental entity i.e., court [to provide IV-D services] in a IV-D action and to ***perform other administrative duties of the CSEU that pertain to a IV-D action*** in return for payment from the CSEA.

25. "Contractor" refers to a governmental entity with whom the CSEU enters into a IV-D contract. "Governmental entity" see also (See also SEC. 403 42 U.S.C. 603 (a) GRANTS (C) (III) entity) includes the following entities in the county:

- (a) court;
- (b) clerk of court;
- (c) prosecutor or other law enforcement official; means district attorneys, attorneys general, and similar public attorneys and prosecutors and their staff.
- (d) sheriff;
- (e) any other public or governmental agency or official.

26. The types of IV-D contracts that the CSEU enters into include but are not limited to:

(1) A IV-D contract with a court in the county to purchase magistrate services initiated by CSEU activities; or

(2) A IV-D contract with a court or a **clerk of court** in the county to **provide the duties of a clerk of court that are initiated by the CSEU.**

(3) A IV-D contract with a court in the same county as the CSEU for probation officer services to provide enforcement duties that **target only individuals** [see Bill of Attainder] placed on probation for non-payment of child support when the enforcement duties of the probation officer are:

(a) Specifically, for the purposes of assuring regular and continuing payments of child support; and not generally a part of a probation officer's routine of monitoring the whereabouts and activities of an offender.

(4) A IV-D contract with a prosecutor in the county to provide legal services of process, including warrants for arrest.

(5) A IV-D contract with the sheriff in the county to provide service of process, including warrants for arrest.

27. The requirement of this cooperative agreement contains a clear description of the specific "*duties*", functions and responsibilities of each party of the appropriate *courts* and law enforcement officials, and specify that the *parties* will [cooperate], and specify the dates on which the *contract* begins and ends.

28. Under 45 CFR §303.107(c) these *contracts* are relevant to the *duties* to be *performed*. The *courts* and law enforcement officials *shall provide for assistance* to

the 42 U.S.C. §634(3) CSEU in carrying out the *program*. Under matters of common concern, arrangements include *provisions to reimburse courts and law enforcement officials for their assistance*.

29. The court and clerk of court performing administrative duties of the CSEU that pertain to a IV-D action in return for payment from the CSEU is a violation; The legislative, judicial, and executive powers shall forever remain separate and distinct; and no person discharging the duties of one shall at the same time exercise the functions of either of the others except as herein provided.

NOTE: The above reimbursement for the courts assistance in carrying out the program denotes a *financial interest*, under which conditions a *judge is required under the Canons of judicial conduct* to voluntarily recuse him/herself from the action.

30. *Ex contractu*, Latin for *from a contract*, is a *legal term* that indicates a *consequence of a contract*, it is used to denote the source of a *legal action* as opposed to *ex delicto*. Black's Law Rev. 4th Ed. Pg.660. *Ex delicto*: Latin for *from a wrong* or from a *transgression*, is a *legal term* that indicates a *consequence of a tort*, though the phrase can also refer to the *consequence of a crime*. This is opposed to *ex contractu*. Black's Law Rev. 4th Ed. Pg. 660.

- NOTE: All courts shall be open, and every man for an *injury* done him in his lands, goods, person or reputation who shall have *remedy* by *due course* of law, and right and justice administered without *sale, denial* or *delay*.

31. While asserting his rights to the court, the Injured "does" with *prima facie* evidence satisfy the burden of proof in his claims that proves the essential elements of this action stems from the Wrongdoers;

32. The basic elements of fraudulent inducement committed by the Wrongdoers;

- a) Intentionally made the false and misleading statement that IV-D is for the best interest children and that said have the "right" to receive IV-D service;
- b) The misrepresentation was material to the decision to enroll into the IV-D program by undertaking in a personal responsibility contract.
- c) The Injured reasonably relied on the misrepresentation, and
 - See Sec 466 42 U.S.C. 666(5)(C)(i), and;
 - See Child Support Enforcement Program Sec. 8, Establishing Paternity: Pg. 17, Omnibus Budget Reconciliation Act of 1993 Public Law 103-66, A simple civil process for *voluntarily* acknowledging paternity and;
 - Sec. 466, 42 U.S.C. §666(a)(5)(D) STATUS OF SIGNED PATERNITY ACKNOWLEDGMENT (i) **only if** (I) the father and mother have signed a *voluntary* acknowledgment of paternity, and;
 - Glossary of Common Child Support Terms: paternity acknowledgment involves the *legal* establishment of *fatherhood* for a child through a *voluntary* acknowledgment *signed* by both parents as part of an *in-hospital* or *other* acknowledgement *service*.
 - See Dear Colleague Letter DCL-09-04 proves that the federal office of child support enforcement (OCSE) is in a "*partnership*" with the states. A *partnership* is an association between two or more *persons* to carry on as co-owners of a *business for profit*. Black's Law Rev.

4th Ed. Pg. 1227, *business means activity or enterprise for gain, advantage which benefits corporations, organizers or its members*. Black's Law Rev. 4th Ed. Pg. 249, *profit is gain from business or investment*. Black's Law Rev. 4th Ed. Pg. 1367.

33. While attempting to establish paternity for federal profits, NY follows the predictable sequence of routines, customs, practices, and habits, that lead to events. The first of the four schemes are employed under Sec. 466 of 42 U.S.C. §666 (a)(5)(C)(ii) Hospital Based Program for the *voluntary* acknowledgment of paternity.

34. The OBRA-mandated *voluntary* paternity acknowledgment programs were meant to take advantage of the fact that many unmarried fathers visit their children in the hospital at birth and may be willing to acknowledge the child at that "magic moment". See (Turner, 2001).

- IV-D Programs are grounded in the *practice* of wisdom acquired by front-line child support staff and confirmed by research studies: **the sooner paternity is established and child support ordered and enforced, the more successful child support collections are likely to be** (Brown, 1998). it suggests that, in a not insignificant number of non-marital cases, CSE actions to obtain federal funding for establishment should be able to be taken relatively soon after the child's birth.

THIS ACTION IS NOT BARRED UNDER ROOKER FELDMEN DOCTRINE

35. The Court takes Judicial notice, that the Injured did not lose in state court and therefore, he is not a "state court loser" complaining of injuries caused by a "state court ordered child support, he is not "inviting" this court to "review or reject" "court ordered child support" after it was rendered.

36. Child Support Enforcement Program Sec. 8-22 proves that "proceedings conducted pursuant to either the expedited judicial or expedited administrative process **must be presided over by an individual who is not a judge of the court**". See *American Iron and Steel vs. United States*, 568 F.2d, 284 ("judges who become involved in enforcement of mere statutes, civil or criminal in nature otherwise "act as mere" "**clerks**" of the involved agency). Thus, the advantages of an administrative process are very compelling by offering quicker service because documents do not have to be filed with the court clerk nor await the signature of the judge.

37. Moreover, the 1996 reforms required States to *adopt* laws that give the CSE agency authority to initiate a series of expedited procedures without the necessity of obtaining an order from any other administrative agency or *judicial* tribunal.

38. These procedures "must" give the CSEU the *authority to take several enforcement actions*, "subject to" (liable, subordinate, subservient, inferior, obedient to. Black's Law 4th Ed. Rev. Pg. 1594,) *due process safeguards*, without the necessity of obtaining an order from any other *judicial* or administrative tribunal.

39. To expedite case processing, a *judge surrogate* is given authority to take testimony and establish a record, evaluate and make initial decisions, enter *default orders*. *Judge surrogates* are commonly referred to as *court masters*, *referees*, *hearing officers*, *commissioners*, or *presiding officers*. Orders established by a judge surrogate must have the same force and effect under State law as orders established by full judicial process.

40. A *judge surrogate* is an *administrative officer* of the *executive branch* of government generally one of *inferior rank*, legally a ministerial or *executive official* as *distinguished from a judicial officer*. Black's Law 4th Rev. Ed. Pg. 67. Therefore, orders from the executive branch from an executive official who is of inferior rank and distinguished from a judicial officer, under the Const. Separation of Powers is void.

41. This action is not barred because in NY the federal government delegates the responsibility of the operation of the IV-D Program to the designated state IV-D agency the 42 U.S.C. §654(3) CSEU, a "*single and separate*" "organizational unit" who is *responsible for ensuring* that all of its agents and *contractors* are in "*compliance*" with *ALL aspects of federal law*" under the state plan, not the court who assists the said under contract, not constitutional law. See *Ortblad vs. State*, 85 Wn.2d 109, 530 P.2d 635.

42. The Rooker Feldman Doctrine bars "fathers" from 1983 action challenging "state court "child IV-D collection orders", it does not bar men from bringing actions against the 42 U.S.C. §654(3) CSEU and orders of *judge surrogates* decisions who *ex contractu* operate under color of 31 U.S.C. §6305, 42 U.S.C. §302. 34, federal provisions under the terms of 45 CFR §303.107.

FACTS

43. In accordance with SEC. 454B. [42 U.S.C. 654b] (i) DEFINITIONS

(2) The term "child support", when used in reference to the "legal obligations" of an individual to provide such support, means amounts required to be paid "under a judgment", decree, or order, whether temporary, final, or subject to modification, issued by a "court" or an administrative agency of "*competent jurisdiction*".

RULE 8 SATISFIED

44. This pleading standard under rule 8, as the Injured does not bring this action in an "attempt to challenge the current IV-D order, nor does he allege or present [t]hreadbare formulaic recitation of the elements of a cause of action. Hereupon, no assertion is naked, and no offer of labels and conclusions is made, and is not devoid of further factual enhancement.

45. The child support program is a for profit business pg. 47, that sells customers hereafter custodial parents, IV-D services that allegedly collect financial support and medical insurance coverage for their children from men who are

compelled to voluntarily enroll in the program by voluntarily or involuntarily (see marriage) establishing paternity, hereafter the terms of a personal responsibility contract to be eligible for multi-billion-dollar federal profits.

- See PSC-80-630-00-07778-Health-Man-Sys-Customer-Service-Part2.pdf
- See www.acf.hhs.gov/sites/default/files/ocse/dcl_09_11a.pdf Web-Based Customer Services for Parents;
- See www.acf.hhs.gov/sites/default/files/programs/css/fy2015_part_01.pdf Vickey Turetsky annual report to congress pg. 6. In FY 2015, OCSE promoted effective approaches and excellent customer service to achieve the program goal;
- See CUSTOMER COMMUNICATIONS pg. 13. During FY 2015, OCSE's Division of Customer Communications managed key OCSE communications.
- See Black's Law Rev. 4th Ed. Pg. 462. A **customer** is one who regularly or repeatedly makes **purchases** or has business dealings with a tradesman or business house. **Customer service** is the provision of service to **customers** before, during and after a **purchase**, concerns the priority an organization assigns to **customer service** relative to **product** innovation and pricing, and plays an important role in an organization's ability to **generate income and revenue**.

46. See Child Support Enforcement Program Sec. 8 pg. 17., Paternity establishment is a *prerequisite* for obtaining a child support order. Experts agree that the CSE Program *must* continue to *improve* paternity establishment. Without paternity established, children have no legal claim on their father's income. Under the Family Support Act of 1988 (Public Law 100-485), States are "required" to initiate the establishment of paternity for all children under the age of 18.

47. The CSEA employs four (4) schemes under fraud, duress, concealment of material facts, misrepresentation of material facts and dissemination of false advertisements to obtain paternity establishment (1) voluntary acknowledgement; (2) voluntary genetic testing, (3) involuntary by marriage, and (4) involuntary by default which are all under P.L. 103-66 admissible as evidence of paternity.

48. While attempting to establish paternity for federal profits, CSEU follows a predictable sequence of events see FRE 406. The first of the four schemes are employed under Sec. 466 of 42 U.S.C. §666 (a)(5)(C)(ii) Hospital Based Program for the *voluntary* acknowledgment of paternity. P.L. 103-66 mandated *voluntary* paternity acknowledgment programs were meant to *take advantage* of the fact that many unmarried fathers visit their children in the hospital at birth and may be willing to acknowledge the child at that "magic moment". See (Turner, 2001).

49. The IV-D Program is grounded in the practice of wisdom acquired by front-line child support staff and confirmed by research studies: **the sooner paternity is established and child support ordered and enforced, the more successful child support collections are likely to be** (Brown, 1998, it suggests that, in a not insignificant number of non-marital cases, CSEU *actions to obtain federal funding for establishment* should be able to be taken relatively soon after the child's birth, when the *chances of success are greatest*.

50. Evidence provided by the Family Support Act imposed on CSEU increased the mandatory paternity establishment percentage quota from 75 to 90 percent. Federal regulations specify that 90 percent of paternities must be

processed within 3 months, 98 percent within 6 months, and 100 percent within 12 months which is backed up by financial penalties that reduce federal matching funds for NM's TANF Program if it fails to meet and maintain its quota.

- See PG. 6. Annual Report to Congress-Vickey Turetsky "This performance-based incentive and penalty program is used to reward states for good or improved performance and to impose penalties when state performance falls below a specified level and has not improved".

51. P.L. 105-200, the Child Support Performance and Incentive Act, proves that the fourth stream of child support profits are federal incentive payments. The Feds provides the Wrongdoers with the cost-neutral system of incentive payments that provides incorporation of five "*performance*" "*measures*" related to the establishment of paternity.

- 1). Funding allocated by the State and/or localities, and;
- 2). 66% FFP, and;
- 3). Child support collections, and;
- 4). Federal incentive payments, and;
- 5). Money obtained through application and annual user fees.

52. 42 U.S.C. §658(a) proves that the federal government pays the Wrongdoers 5 multi-billion-dollar incentive performance reimbursement funding for paternities established, child support ordered, collected and enforced. 42 U.S.C. §658(f) reveals that the above funds go into the state treasury with no strings attached. All state employee's salaries and pensions, are paid directly from the State treasury.

53. Under SEC. 403. 42 U.S.C. 603 (a) GRANTS (2)(ii) LIMITATIONS. The Secretary made available under this paragraph **on a noncompetitive basis** however, the system caps the federal incentive pool, thereby forcing NY to *compete* against other States for *incentive* dollars. Under the incentive system, NY may be eligible to receive an incentive payment for good *performance*. The incentive payment no longer comes out of the gross federal share of child support collected on behalf of TANF families. Instead, the Child Support Performance and Incentive Act requires the Secretary of HHS to make incentive payments to NY.

54. The common niche that promotes the sale to customers derives from the customs, practices and habitual selling point of the CSEU and its contracted agents who verbally quote and publicly advertise the following;

- **Statement 1:** the child "*has the right*" to know his/her mother and father and *benefit* from a relationship with both *parents*, and;
- **Statement 2:** the child will have two "*legal parents*", and;
- **Statement 3:** It will be *easier* for the child to learn the medical histories of both *parents*, and;
- **Statement 4:** the child would "*benefit*" from healthcare coverage available through me, and;
- **Statement 5:** the child has "*the right to financial support*" from both of "*us*" until age eighteen, or beyond in some circumstances, and;
- **Statement 6:** It will be easier for the child to receive "*benefits*" such as dependent or survivor's benefits from the Veteran's Administration or from the Social Security Administration, and;
- **Statement 7:** It will be easier for the child to inherit through me, and;

- **Statement 8:** Completing the form will *protect* father's *rights*, the child's *rights* and the mother's *rights*.

55. Offering and selling IV-D collection services is not mandatory on the CSEU, it is *voluntary* and done so only for NY to receive the five major streams of multi-billion-dollar federal profits that do not benefit children.

- See *Oliphant vs. Bradley*, 1992 US Dist. LEXIS 8975 at *23 (N D ILM19 92). "In this regard, the court agreed with the finding in *Oliphant*, slip op. at 16, that Title IV-D does not require participating states to provide child support services to AFDC applicants **the state, like other states which have "voluntarily" agreed to participate in the AFDC program are required to offer child support services as a condition of receiving federal funding.**
- See *Pennhurst*, 451 U.S. at 17, 101 S.Ct. at 1540, 67 L.Ed.2d at 707, it is **much in the nature of a contract: in return for federal funds, the states agree to comply with federally imposed conditions.**
- See 45 C.F.R. Secs. 201, et seq. *States are not required to participate in the AFDC program*, but if they choose to do so, they must operate a program which meets the statutory requirements in 42 U.S.C. Sec. 602, as well as the provisions of detailed federal regulations promulgated by the Secretary.
- See 42 U.S.C. Sec. 602(a)(27). **An explicit condition for the receipt of any federal AFDC money** is that participating states have in effect a plan for child support collection which meets the standards set forth in Title IV-D of the Social Security Act, 42 U.S.C. Secs. 651, et seq. The state must operate a child support recovery program in substantial compliance with that plan.
- See 45 C.F.R. §302.10, and the Personal Responsibility and Work Opportunity Reconciliation Act P.L. 104-193, proves that states **"must"** operate a CSE Program **"meeting Federal requirements"** in order to be **"eligible"** for TANF funding.
- Although state participation in the Social Security Act itself is mandatory, **participation by a state in the IV-D program is voluntary.**
- Paula Roberts senior lawyer for C.L.A.S.P. Truth and Consequences Part 1: "Here again, **in order to receive federal child support funds**, states must have certain laws including one in which parents can voluntarily establish paternity through a simple acknowledgment process.
- Paula Roberts senior lawyer for C.L.A.S.P. Truth and Consequences Part 1: Disestablishing the Paternity of Non-Marital Children: **"The federal provisions described below are not mandatory. However, in order to receive federal funds for their state child support enforcement programs and their welfare programs, states must adopt these laws."**

56. Therefore, the integrity of the CSEU is constitutionally diminished and deems them fatally flawed. (1) 42 U.S.C. Sec. §601(d) there is *No Individual Entitlement* to IV-D services, (2) Sec 466 Of 42 U.C.S. 666 (a)(5)(C) (i). Procedures for a simple civil process for *voluntarily* acknowledging paternity, (3) the Omnibus Budget Reconciliation Act of 1993 Public Law 103-66, A simple civil process for *voluntarily* acknowledging paternity, (5) Glossary of Common Child Support Terms: paternity acknowledgment involves the *legal* establishment of *fatherhood* for a child through a *voluntary* acknowledgment *signed* by both parents as part of an *in-hospital* or other acknowledgement service (6) Sec. 466, 42 U.S.C. §666(a)(5)(D) STATUS OF SIGNED PATERNITY ACKNOWLEDGMENT (i) **only if** (I) the father and mother have signed a *voluntary* acknowledgment of paternity.

NARRATIVE

57. On or about February 2017, the injured was forced and compelled to voluntarily enroll in the IV-D program against his will and avers the following;

See SEC. 403 42 U.S.C. 603 (a) GRANTS (C) (III) proves that in the case of a **"noncustodial parent"** who **"becomes"** **"enrolled"** in the **"project"** the noncustodial parent is in **"compliance"** with the **"terms"** of

an "oral" or "written" **"personal responsibility contract"** **"entered into"** among the noncustodial parent, the **"entity"**. See *Goldstein v. Murland*, 2002 WL 1371747, at *1 (E.D. Pa. June 24, 2002).

The agency responsible for administering the State plan under part D, which was "developed taking into account the employment and child support status of the noncustodial parent", which was "entered" into not later than 30 (or, at the option of the entity, not later than 90) days after the **"noncustodial parent was enrolled"** in the **"project"**, and which, at a minimum, includes the following:

(aa) A **"commitment"** by the noncustodial parent to **"cooperate"**, at the earliest **"opportunity"**, in the establishment of the paternity of the minor child, through **"voluntary"** **"acknowledgement"** or other procedures, and in the establishment of a child support order.

(bb) A **"commitment"** by the noncustodial parent to **"cooperate in the payment of child support"** for the minor child, which may include a modification of an existing support order to **"take into account the ability of the noncustodial parent to pay such support"** and the participation of such parent in the project.

(cc) A **"commitment"** by the noncustodial parent to **"participate"** in employment or related activities **that will enable the noncustodial parent to make regular child support payments;**

See P.L. 104-193 Title III Child Support, Sec. 365. WORK REQUIREMENT FOR PERSONS OWING PAST-DUE CHILD SUPPORT. (a) In General. Section 466(a) (42 U.S.C. 666(a)(15)(A)(I) Procedures to ensure that persons owing past-due support work or **have a plan for payment of such support.**

(dd) A **"description"** of the **"services"** to be **"provided"** under this paragraph, and a **"commitment"** by the noncustodial parent to **"participate"** in such **"services"**, that are designed to assist the noncustodial parent obtain and retain employment, increase earnings, and **"enhance the financial and emotional contributions"** to the well-being of the minor child.

Count 1.

58. **42 U.S.C. §1983 Deprivation of Rights Under Color of Law: FRE Rule 406.**

59. Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

60. At all times relevant herein, the conduct of the CSEU was subject to 42 U.S.C. 1983.

61. Acting under color of IV-D of the Social Security Act which was never enacted into positive law, *1 U.S.C. §204*, and not constitutionally mandatory upon CSEU to enforce, and done so *voluntarily*, under contract for profit and gain that benefits NY by the niche, in the best interest of children. Wrongdoers deprive Williams of ALL of rights, privileges and immunities secured by the State and U.S. Constitution.

62. The Federal Child Support Enforcement Program Sec. 8 pg. 21 proves that "child support literature generally concludes that the judicial process **offers several advantages**, *"especially by providing more adequate protection for the legal rights of the custodial parent"* by offering a wide range of enforcement remedies, such as civil contempt and incarceration against the obligor/non-custodial parent. This is repugnant because ALL governments were instituted to be a *benefit, security and protection* of individual rights, and to secure these rights government was created among men, deriving there just power from the *consent* of the government.

- See 1983; Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of ANY rights, privileges, or immunities secured by the Constitution and laws, shall be *liable* to the party injured in an action at law, suit in equity, or other proper proceeding for redress;

63. Therefore, had it not been for the Wrongdoers providing more adequate protection for the legal rights of the custodial parent, by offering a wide range of enforcement remedies, such as civil contempt and incarceration against Williams, he would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law by the NY government constitutionally created to be a benefit security and protection thereof.

- See *Miranda v. Arizona*, 384 U.S. 436: "Where rights secured by the Constitution are involved, there can be no rule making or legislation, which would abrogate them." See also *Boyd v. US*, 116 U.S. 616, "The court is to protect against any encroachment of Constitutionally secured liberties."

64. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 2.

65. 18 U.S.C. §241 Conspiracy Against Rights: FRE Rule 406

66. Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

67. At all times relevant herein, the conduct of the Wrongdoers who was subject to 42 U.S.C. 1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon CSEU to enforce, and done so voluntarily under contract, and for profit, not in the best interest of human offspring, Wrongdoers did deprive of Williams rights, privileges and immunities secured by the State and U.S. Constitution.

68. The CSEU Customer Services Division, and Bronx County, conspired to injure, oppress, threaten, or intimidate Williams in this State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of his right immunities and privilege secured to him by the Constitution and laws of the United States, and because of him having so exercised the same, they shall be fined under this title or imprisoned not more than ten years, or both;

- Collusion is an *agreement* between two or more *persons* to defraud a person of his rights by the forms of law, or to obtain an object forbidden by law. 331, machination is the act of *planning* or *contriving* a *scheme* for executing some purpose, particularly an evil purpose; an artful design formed with deliberation. Pg. 1101.

69. Therefore, had it not been for the Wrongdoers who conspired to injure, oppress, threaten, and intimidate the free exercise or enjoyment of his rights immunities and privilege secured to him by the Constitution and laws of the United States voluntarily participating in the IV-D program for profit to avoid quota reduction, Williams would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law.

- See *Miranda v. Arizona*, 384 U.S. 436: "Where rights secured by the Constitution are involved, there can be no rule making or legislation, which would abrogate them." See also *Boyd v. US*, 116 U.S. 616, "The court is to protect against any encroachment of Constitutionally secured liberties."

70. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 3.

71. 18 U.S.C. §1341 Frauds and Swindles, Mail Fraud FRE Rule 406

Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

72. At all times relevant herein, the conduct of the Wrongdoers who having devised or intending to devise a scheme to defraud (or to perform specified fraudulent acts), and use of the mail for the purpose of executing, or attempting to execute, the scheme was subject to 42 U.S.C. 1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon NY to enforce, and done so voluntarily and under contract for profit, and not in the best interest of human offspring, Wrongdoers did deprive of Williams of rights, privileges and immunities secured by the State and U.S. Constitution.

73. 940. 18 U.S.C. Section 1341—Elements of Mail Fraud "There are two elements in mail fraud: (1) having devised or intending to devise a scheme to defraud (or to perform specified fraudulent acts), and (2) use of the mail for the purpose of executing, or attempting to execute, the scheme (or specified fraudulent acts)." *Schmuck v. United States*, 489 U.S. 705, 721 n. 10 (1989); see also *Pereira v. United States*, 347 U.S. 1, 8 (1954) ("The elements of the offense of mail fraud under §1341 are (1) a scheme to defraud, and (2) the mailing of a letter, etc., for the

purpose of executing the scheme.”); Laura A. Eilers & Harvey B. Silikovitz, *Mail and Wire Fraud*, 31 Am. Crim. L. Rev. 703, 704 (1994) (cases cited). [cited in USAM 9-43.100].

74. P.L. 104-193 (1996), the “Personal Responsibility Work Opportunity Reconciliation Act” Diligent Efforts Protocol is the federal the comprehensive welfare reform plan, that includes comprehensive *provisions* “directed” to child support enforcement. PRWORA established a *legal presumption* in child support enforcement actions that “*service has been effected*” “*when a notice is mailed*” and it is shown that *diligent efforts* were made to identify the address of the party served. If diligent efforts are made to confirm the obligor’s address, then *courts* may *presume* that a notice *mailed* to that address was *actually served on the obligor*.

Directory: a provision in a statute, rule of procedure or the like which is mere direction or instruction of no obligatory force. 547.

- See 18 U.S.C. §1341 Whoever, having devised or intending to devise any *scheme* or artifice to *defraud*, or for obtaining money or property by means of *false or fraudulent* pretenses, *representations*; or to *sell*, exchange, distribute, supply, or furnish or procure for unlawful use for the purpose of executing such *scheme* or attempting so to do, places in any *post office* or *authorized depository for mail matter*, any matter or thing whatever to be sent or delivered by the Postal Service, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both.

75. Diligent efforts protocol details how service of process is documented to the court or hearing officer by demonstrating that Child Support Enforcement staff exercised diligent efforts to verify the obligor’s address when serving notices by ordinary mail.

76. Therefore, had it not been for the Wrongdoers *voluntarily* participating in the IV-D program for profit, using P.L. 104-193 (1996), the “Personal Responsibility Work Opportunity Reconciliation Act” Diligent efforts protocol service of process and documenting it to the 45 CFR 302.34 contracted court and hearing officer because enforcement staff exercised diligent efforts to verify the address when serving notices by ordinary mail that contained threats of driver’s license suspension and warrants for arrest for failure to appear, Williams would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law.

77. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of

\$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 4.

78. **15 U.S.C. §52 Dissemination of False Advertisements**, FRE Rule 406

79. Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

80. At all times relevant herein, the Wrongdoers who regularly and frequently publicize the availability of child support services in accordance with 45 C.F.R. §302.30, including the availability of procedures for the voluntary establishment of paternity, (see website) is for the best interest of children was subject to 42 U.S.C. §1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon NY to enforce, which participation therein is voluntarily, under contract and for profit and gain, not in the best interest of human offspring, Wrongdoers did deprive Williams of rights, privileges and immunities secured by the State and U.S. Constitution.

81. Child Support Enforcement Program Sec. 8 Pg. 2 proves that the *program* requires the *provision* of child support enforcement (CSE) services for both welfare and non-welfare families and *requires* States to *publicize frequently, through public service announcements*, the *availability* of child support enforcement *services*, together with information about the application fee and a telephone number or address to obtain additional information. The most common statement made is that IV-D collections are in the best interest of children by the following;

- **Statement 1:** He/she "*has the right*" to know his or her mother and father and *benefit* from a relationship with both *parents*, and;
- **Statement 2:** He/she will have two "*legal parents*", and;
- **Statement 3:** It will be *easier* for him/her to learn the medical histories of both *parents*, and;
- **Statement 4:** He/she would "*benefit*" from healthcare coverage available through the father, and;
- **Statement 5:** He/she has "*the right to financial support*" from both of "*parents*" until age eighteen, or beyond in some circumstances, and;
- **Statement 6:** It will be easier for him/her to receive "*benefits*" such as dependent or survivor's benefits from the Veteran's Administration or from the Social Security Administration, and;
- **Statement 7:** It will be easier for him/her to inherit through me, and;
- **Statement 8:** Completing the form would **protect** my *rights*, my offspring's *rights* and my mate's *rights*.

82. In accordance with 42 U.S.C. Sec. §601(d) there is *No Individual Entitlement* to IV-D services, "this part shall not be interpreted to entitle any individual or family to assistance under any State program funded under this part". See *Blessing, supra*, 520 U.S. at 343, 117 S. Ct. at 1361, 17 L. Ed. 2d at 584.

83. Evidence proves that the right to receive support stems from SEC. 403 42 U.S.C. 603 (a) GRANTS (C) (III), that bestowed a *legal claim* hiding behind the best interest of children and custodial parents, that stems from voluntary paternity establishment. See *Williams vs. Williams* 217, Ind. 581, 29 N.E. 2d. 557, 558. This

is why the feds clearly say each State's plan must provide that "the child support agency will **"attempt to secure support"** for children, meaning there is no GUARANTEE. See Child Support Enforcement Program Sec. 8 pg. 12.

- See Child Support Enforcement Program Sec. 8-17 Without paternity established children have no "legal claim" on their father's income.
- See Glossary of Common Child Support Terms; [Paternity]: A paternity acknowledgment involves the "legal" establishment of fatherhood for a child through a [voluntary] acknowledgment [signed] by both parents as part of an in-hospital or other acknowledgement service.
- 45 CFR §302.50 by accepting cash or medical assistance loans, women with children must assign all "legal rights" to support to NY from any person.
- See Child Support Enforcement Program Sec. 8-21 The child support literature generally concludes that the judicial process offers several advantages, especially by providing more adequate protection for the "legal rights" of the custodial parent and by offering a wide range of enforcement remedies, such as civil contempt and possible incarceration.

84. Child Support Enforcement Program Sec. 8 Pg. 73,74 proves that the CSEU operated by NY is financed by five major streams of money. The fifth stream of child support financing is money obtained through *application and annual user fees*. The CSE agency must charge an *application fee not to exceed \$25*, and P.L. 109-171 (effective October 1, 2006) required families that have never been on TANF to pay a *\$25 annual user fee* when child support enforcement efforts on their behalf are successful. See *Clearfield Trust vs. United States*, 318 U.S. 363, 369.

85. Pursuant to 15 U.S.C. §52 It shall be unlawful for NY who is in a *partnership*, to disseminate, or cause to be disseminated, any false advertisement; By United States mails, or in or having an effect upon *commerce*, by any means, for the *purpose of inducing, or which is likely to induce*, directly or indirectly the *purchase of services*.

86. Had it not been for the Wrongdoers disseminating the above false advertisements which now has an effect on commerce by the above means, for the purpose of inducing, *or which is likely to induce*, directly or indirectly customers hereafter, custodial parent to *purchase IV-D services either through \$25 application fee or \$25 annual user fee*, Williams would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law in which NY government was created to be a benefit security and protection thereof.

87. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of

\$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 5.

88. 42 U.S.C. §408 Compelled use of a SSN; FRE Rule 406

89. Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

90. At all times relevant herein, the compelled use of a SSN by the Wrongdoers for involuntary purposes was subject to 42 U.S.C. §1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon CSEU to enforce, and done so *voluntarily* and under contract for profit, and not in the best interest of human offspring, Wrongdoers by an act of collusion under color or law, conspired to deprive Williams of rights, privileges and immunities secured by the State and U.S. Constitution.

91. Evidence on the face of the SS-5 application pg. 3 Sec. 5 “you” must provide a document from a U.S. State, or local government agency that *explains why you need a social security card, name, and account number*, and that “you” meet all the *requirements* for the government “**BENEFIT**”. On pg. 4, Protect “**your**” SSN which is false and misleading information pursuant to 20 CFR 422.103(d), clearly reads, You Must Show the Card to *Obtain* “**BENEFITS**” from Certain U.S. Agencies.

92. A *benefit* is an *advantage* or *profit gained* from something. Black’s Law 4th Rev. Ed. Pg. 200. Accordingly, government was instituted to be a *benefit security* and *protection* of individual rights, and evidence proves that a commitment to the terms of personal responsibility contract clearly offer no *benefit advantage, profit* or *gain* whatsoever to the Injured. On the SS-5 Application Pg. 4 Privacy Act Statement, Collection and Use of Personal Information; the information you furnish on this form is *voluntary*.

- System Number 60-0058 System name: Master Files of Social Security Number (SSN) Holders and SSN Applications, Social Security Administration (SSA) Social Security Administration Notice of Proposed New Routine Use; “**Required**” by the Privacy Act of 1974, as Amended proves that the “information is provided” to The Department of Health and Human Services (DHHS), Office of Child Support Enforcement, for “**locating parents who owe child support**”.

93. The Federal Child Support Enforcement Program Sec. 8 pg. 15 proves that the SSN is the *key* piece of information around which the child support information system is constructed. Computer searches “*need*” the SSN in order to operate effectively. The word *key* means an indefinite *description* of *property* made certain. Black’s Law Rev. 4th Ed. Pg.1008. This of course referencing 20 CFR 422.103(d), social security cards name and account number is the *property* of the SSA and “*must*” be returned upon *request*.

94. Under 1997 Balanced Budget Act P.L. 105-33: Congress *required* States to implement procedures [*compelling; to force*. Black's Law 4th Rev. Ed. Pg.353.], the use of SSN's under 42 U.S.C. §666(a)(13), which *requires* the disclosure of Social Security numbers to the child support agency [for the purposes of establishing paternity]. 42 U.S.C. § 666 (a)(1)(C) notice of the *noncustodial parent's* social security card name and account number (or numbers, if he has more than one such number).

- See Legal Father: a *man* who is recognized by law [see legal], as the male parent of a child. (See also: *Putative Father; Paternity; Genetic Testing, DNA testing*)
- See Noncustodial Parent: the *parent* who does not have primary care, custody, or control of the child, and who *may* have an obligation to pay child support. Also referred to as the *obligor*. (See also: *Custodial Party; obligor*)
- See Obligor: the "*person*" who is obligated to pay child support.

95. This is a violation to the Fourth Amendment right to privacy, because the information was and is used to track and hunt the Injured down like an animal. Evidence under P.L. 93-647, Sec. 101(d)(5)(c) et seq., 88 Stat. 2351 codified at 42 U.S.C. Sec. 602(27),

96. The Federal Parent Locator Service (FPLS) is a computerized, national location network operated by OCSE that obtains address, employer information, and data on child support cases in every state, and then compares the data and returns matches to the appropriate states. **This helps state and local child support agencies locate noncustodial parents and putative fathers for the purposes of establishing paternity and enforcing child support obligations.** See also National Directory of New Hires (NDNH).

- The social security card name and account numbers are posted to the, National Medical Support Notice (Section 466(a)(19) of the Social Security Act, The Small Business Administration Reauthorization and Amendments Act of 1994 Public Law 103-403, Uniform Reciprocal Enforcement of Support Act (URESA), Uniform Interstate Family Support Act (UIFSA), The Omnibus Budget Reconciliation Act of 1986, Support Act, (UIFSA), The Omnibus Budget Reconciliation Act of 1986, Public Law 99-50, The Child Support Recovery Act of 1992 Public Law 102-521, National Criminal Child Support Enforcement Initiative, "Project Save Our Children," which investigates potential criminal nonsupport cases referred by State and county Child Support Enforcement Agencies which results in Federal and State arrests, Federal and State convictions and adjudications; and forces the payments of millions in past-due child support in the form of criminal restitution (OCSE, FY2004 Annual Report; Expect More.gov, CSE, 2003).

97. CSHO Standard 3: Commentary: *Lack of an obligor's*" Social Security Number significantly *hinders* Probation's ability to use *automated systems to locate an obligor's assets or employer*.

98. 42 U.S.C. § 666 (a)(4)(A) liens arise by *operation of law* against a *noncustodial parent*, the manner of which liabilities develop upon a "*person*" by mere application to the particular "*transaction*" of the established rules of law *without the act or cooperation of the party himself*. Black's Law Rev.4th Ed. Pg. 1243.

99. Compelled use of a SSN for paternity establishment result in the following negative legal consequences against Williams which only benefit the Wrongdoers.

- Wage withholding liens on property; offset of unemployment compensation payments; seizure and sale of personal or real property; reporting arrearages to credit agencies to prevent the undeserved extension of credit; seizure of State and Federal income tax refunds; revocation of various types of licenses (driver's, business, occupational, recreational), attachment of lottery winnings and insurance settlements of debtor parents; requirement that recipients of financial assistance from the Small Business Administration, including direct loans and loan guarantees, must certify that the recipient is not more than 60 days delinquent in the payment of child support, authority to seize assets held by public or private retirement funds and financial institutions; deprivation of a debtor to a fresh start to discharge a debt completely, pay a percentage of the debt, or pay the full amount of the debt over a longer period of time because debts for child support and alimony are not dischargeable, and State or Federal imprisonment, fines or both.

100. To compel a man domiciled within the State of the Union on other than federal territory and protected under the Bill of Rights, to apply for a social security card name and account number, have or to use said against their will, and without their *consent* in violation of the Constitution o
f the First Amendment violation of my religious beliefs

101. Pursuant to (a)(8) Penalties In general; "CSEU" compelled the disclosure of the Williams' social security number in violation of the laws of the United States; and conspired to commit offense, and shall be guilty of a felony.

102. Therefore, had it not been for the Wrongdoers compelling the use of a SSN, Williams would not be subject to the above legal consequences, and deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law in which NY government was created to be a benefit security and protection thereof.

103. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 6

104. **Involuntary Servitude or involuntary slavery FRE Rule 406:**

105. Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

106. At all times relevant herein, the Wrongdoers who compelled involuntary servitude from the Injured was subject to 42 U.S.C. 1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory

upon NY to enforce, and done so *voluntarily* and under contract for profit, and not in the best interest of human offspring, Wrongdoers did deprive Williams of rights, privileges and immunities secured by the State and U.S. Constitution.

107. The 13th Amendment United State legal and constitutional requirement that prohibits a man from laboring against that his will to benefit another, under some form of coercion other than his financial needs. Involuntary servitude may also refer to other forms of unfree labor. Involuntary servitude is not dependent upon compensation or its amount.

See SEC. 403 42 U.S.C. 603 (a) GRANTS (C) (III) (cc) A **commitment** by the noncustodial parent to "participate" in employment or related activities that will enable the noncustodial parent to make regular child support payments;

See P.L. 104-193 Title III Child Support, Sec. 365. WORK REQUIREMENT FOR PERSONS OWING PAST-DUE CHILD SUPPORT. (a) In General. Section 466(a) (42 U.S.C. 666(a)(15)(A)(I) Procedures to ensure that persons owing past-due support work or have a plan for payment of such support..

- Voluntary: The word, *especially* in *statutes*, often implies **knowledge of essential facts**, having nominal **consideration**, unconstrained by another's influence, unimpelled by another's influence, spontaneous, acting of oneself, done by design or intention, purpose intended, proceeding from the unconstrained free will of a man, produced by in or by an act of choice, resulting from choosing: Black's Law Rev. 4th Ed. Pg. 1746
- Involuntary: without will or power of choice opposed to volition or desire; an involuntary act is that which is performed with constraint or with repugnance, or without the will to do it. An action is involuntary, then which is performed under "duress" Black's Law Rev. 4th Ed. Pg. 961.

108. Therefore had it not been for the Wrongdoers who concealed material facts that would not deprive of knowledge of essential facts to consider such as work requirements to make regular child support payments or suffer the legal consequences, thus compelling involuntary servitude, Williams would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law in which NY government was created to be a benefit security and protection thereof.

109. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 7

110. Forced Compelled Self-Incrimination, FRE Rule 406

Injured repeats, realleges and incorporates by referencing the allegations above with the same force and effect as if herein set forth.

111. At all times relevant herein, the Wrongdoers who compelled self-incrimination by threat from the Injured, was subject to 42 U.S.C. 1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon NY to enforce, and done so *voluntarily* and under contract for profit, and not in the best interest of human offspring, Wrongdoers by an act of collusion under color or law, conspired to deprive Williams of rights, privileges and immunities secured by the State and U.S. Constitution.

- See CSHO Standard 3: Commentary: "Information fosters compliance". There is general agreement that the *[quality of information gathered from parties]* and given to party's correlates directly with the ability of the court to uphold and enforce the court orders and the *ability of the parties to comply* by knowing what is *expected* of them.

112. The Fifth Amendment to the United States Constitution protects men from being forced to incriminate themselves. Incriminating oneself is defined as exposing oneself to an "*accusation*" (see fatherhood) or charge of crime, or as involving oneself "in a criminal prosecution or the danger thereof." The *privilege against self-incrimination* is "[t]he privileges derived from the Fifth Amendment, U.S. Const., and similar provisions in the constitutions of states [that] requires the "government" to prove a criminal case against the defendant without the aid of the defendant as a witness against himself".

113. To "plead the Fifth" is to refuse to answer a question because the response could form self-incriminating evidence. This is relevant because State or Federal imprisonment fines or both are legal consequences of involuntary paternity establishment.

114. IV-D agency did not inform me of the right to remain silent and did threaten to arrest me if I did not volunteer the information they need about me to initiate the IV-D collections action.

115. Therefore had it not been for the Wrongdoers who induced and compelled by fear to give information that would incriminate himself, Williams would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law in which NY government was created to be a benefit security and protection thereof.

116. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$ 5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

Count 8

117. **Intentional Infliction of a Bill of Attainder:** FRE Rule 406

Injured repeats, realleges and incorporates by referencing the above with the same force and effect as if herein set forth.

120. At all times relevant herein, the Wrongdoers who intentionally inflicted a bill of Attainder was subject to 42 U.S.C. 1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon NY to enforce, and done so *voluntarily* and under contract for profit, and not in the best interest of human offspring, Wrongdoers did deprive Williams of rights, privileges and immunities secured by the State and U.S. Constitution.

118. The United States Constitution forbids legislative bills of attainder: in federal law under Article I, Section 9, and in state law under Article I, Section 10. The fact that they were banned even under state law reflects the importance that the framers attached to this issue. A bill of attainder (also known as an act of attainder or writ of attainder or bill of pains and penalties) is an "act of a legislature declaring a "person" or **"group of persons"** guilty of some crime and punishing them, often without a trial, i.e. non-custodial parents, legal fathers, obligors,

- SEE SEC. 205. [42 U.S.C. 405] (2)(B)(i) the Commissioner of Social Security shall take affirmative measures to assure that social security account numbers will, to the maximum extent practicable, be "assigned to all "*members of appropriate groups*" or "*categories of individuals*" by assigning such numbers (or ascertaining that such numbers have already been assigned):(II) to any individual who is an applicant for or *recipient of benefits*" **under any program financed in whole or in part from Federal funds including any child on whose behalf such benefits are claimed by another person;**

119. Within the U.S. Constitution, the clauses forbidding attainder laws serve two purposes. First, they reinforced the separation of powers, by forbidding the legislature to perform judicial or executive functions since the outcome of any such acts of legislature would of necessity take the form of a bill of attainder. Second, they embody the concept of due process, which was partially reinforced by the Fifth Amendment to the Constitution. The text of the Constitution, Article I, Section 9, Clause 3 is "No Bill of Attainder or ex post facto Law shall be passed".

120. Therefore had it not been for the Wrongdoers who inflicted attainder or bill of pains and penalties as an "act of a legislature declaring a "person" or **"group of persons"** guilty i.e., non-custodial parents, legal fathers, obligors of some crime and punishing them without a trial, Williams would not be deprived of the ability to secure a loan or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers, and these inherent and unalienable rights, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law in which NY government was created to be a benefit security and protection thereof.

121. WHEREFORE, Injured demands judgement for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$5000.00 and further demands judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable.

CONCLUSION

122. At all times relevant herein, the Wrongdoers who intentionally committed the afore mentioned was subject to 42 U.S.C. 1983 acting under color of IV-D of the Social Security Act which is not enacted into positive law, and not mandatory upon CSEU to enforce, and done so *voluntarily* and under contract for profit, and not in the best interest of human offspring.

123. Evidence proves that the IV-D program offers no benefit, security or protection to Williams rights, privileges and immunities secured by the State and U.S. Constitution.

124. IV-D provisions are not enacted into positive law, and is not enforced in the best interest of children. IV-D provisions are not mandatory and participation in the IV-D program is voluntary as condition of NY receiving multi-billion-dollar profits which benefits the Wrongdoers as well as pay all actors and contracted agents salaries and pensions leaving the injured in poverty.

125. Paternity establishment i.e., the terms of the personal responsibility contract is voluntary, which implies having nominal *consideration of knowledge of essential facts* and Injured was denied such facts by purposeful concealment.

126. Therefore, had it not been for the Wrongdoers committing the acts, Williams would not be subject to the legal consequences that arise from paternity establishment, forced to work to pay the CSE deprived of the ability to secure a loan, file bankruptcy to get a fresh start or seek meaningful employment due to negative credit rating placed thereupon by Wrongdoers,

127. To effectuate its swindle and scheme in the name of the best interest of children, Wrongdoers did deprive Williams of these inherent and unalienable rights, privileges and immunities secured by the State and U.S. Constitution, among which are those that guarantee the right to live his life equal, free and independent in privacy, to not self-incriminate, enjoying and defending his life and liberty, acquiring, possessing, and protecting property and possessions, pursuing and obtaining safety happiness, the right to not associate, equal protection of the law, trial by jury, protection from imprisonment for any debt in any action, protection from involuntary servitude and slavery all without due process of law in which NY government was created to be a benefit security and protection thereof which were in fact caused by and is remediable by the Wrongdoers. See *Allen v. Wright*, 468 U.S. 737, 750-51, 104 S. Ct. 3315, 3324, 82 L.Ed.2d 556, 569.

128. At all times relevant herein, the Wrongdoers under the Federal Rules of Evidence Rule 406. Habit; Routine Practice; proves that evidence of an organization's **habit routine** or **practice** may be admitted proving that on a particular occasion the organization acted in accordance with the habit or routine practice. The court may admit this evidence regardless of whether it is corroborated or whether there was an eyewitness.

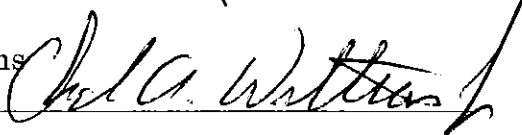
REMEDY BY DUE COURSE OF LAW

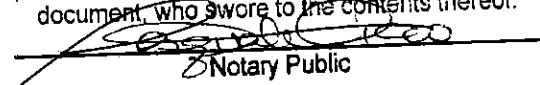
129. WHEREFORE, the Injured not only demands judgement for all 9 counts for the above deprivations against all the Wrongdoers jointly and severally for actual general, special compensatory damages in the amount of \$5000.00, and judgement against each Wrongdoer jointly and severally for punitive damages in the amount of \$5000.00, plus cost of this this action including legal fees and such relief deemed to be just and equitable, *he* also demands termination of said IV-D collections, a full refund of collected, accompanied with Wrongdoers profits therefrom, as well as penalties and interest.

129. The undersigned being duly sworn imposes and says that he is the Injured party herein, and have read the forgoing filed on my behalf and the facts state therein are true.

Subscribed and Sworn to on 8 th day of September, 2017.

Charles of The Family Williams



State of New York
County of BREX SS.
Before me this 8 day of September
20 17 came Charles A. Williams, the
person described in and who signed the foregoing
document, who swore to the contents thereof.

Notary Public

PASQUALE E. CICCIO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01C16310672
Qualified In Nassau County
My Commission Expires September 02, 2018